

INDEX OF DOCUMENTS SUPPLIED TO AIRPORT COMMISSION BY

ST. LOUIS POLICE OFFICERS ASSOCIATION – FOP LODGE 68

- #1 Letter to Airport Commission from SLPOA Dated 12/6/16
- #2 2014 Email from City Counselor's affirming City Charter requirement for one Police Department
- #3 Accretion agreement in union contract between SLPOA and St. Louis City providing for the merger of Airport Police Officers into bargaining unit
- #4 Union Representation Authorization Cards signed by super-majority of Airport Police Officer bargaining unit in March of 2016
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- #16 Missouri Sunshine Law Closed Meeting rules, Section 610.021 RSMo



ST. LOUIS POLICE OFFICERS' ASSOCIATION FRATERNAL ORDER OF POLICE - LODGE 68

ST. LOUIS' FINEST



December 6, 2016

Lambert Airport Commission
c/o Rhonda Hamm-Niebruegge, Chairman
P.O. Box 10212
St. Louis, MO 63145
Via Email rkhamm-niebruegge@flystl.com

#1

RE: Airport Police Debacle

Dear Commissioners:

I write you today on behalf of the 65 police officers employed by the Lambert International Airport Police Department (LIAPD) who are members of the St. Louis Police Officers Association – Lodge 68 of the Fraternal Order of Police (SLPOA).

It has come to my attention that the Lambert Airport Commissioners have never been fully briefed by the airport director regarding the fiasco that has been made of the simple matter of merging the LIAPD into the St. Louis Metropolitan Police Department (SLMPD), as required by law. I think it is past time for you to be apprised of what has transpired over the last three plus years.

As you may or may not know, the City Charter provides that the City of St. Louis operates only one police department. The City's operation of LIAPD was not a problem while the SLMPD was under state control but once SLMPD came under city control on September 1, 2013, the City began violating its own charter by operating the two distinct departments. This is not just my interpretation of the law, it is the opinion of the St. Louis City Counselor's Office as it has been expressed to the SLPOA on numerous occasions both before and after city control took effect.

Certain representations were made to the SLPOA during compromise talks leading up to the City Control ballot initiative and also during Union negotiations guaranteeing that the two departments would be consolidated into one. In fact, that agreement is enshrined in the Union Contract between the City of St. Louis and the SLPOA in Article 1, Section 2 of the Collective Bargaining Agreement between the parties. That section provides for the accretion rights of the Union with regards to the absorption of LIAPD Police Officers into the bargaining unit at the time of the merger. The SLPOA also initiated an organizing effort of the LIAPD Police Officers and achieved over 90% card signage demonstrating a clear showing of interest. Virtually any other political subdivision would have voluntarily recognized the SLPOA as the bargaining representative for LIAPD Police Officers based on that showing of interest but the City has no mechanism for voluntary recognition so the SLPOA agreed not to force the issue based on the good faith representation of the City that the merger would occur promptly and there would be no obstacles to accretion.

Since then, the Union has experienced nothing but obstacles from the City, particularly, the Airport Director, and the LIAPD Police Officers' constitutional rights to organize and bargain collectively have been denied, delayed and de-railed.

For instance, all other commissioned and civilian police personnel in the employment of the City are allowed to authorize dues deductions for payroll withholdings to be paid to any union or other organization to which they are members. The LIAPD officers authorized dues to be deducted from their paychecks in writing and remitted to the SLPOA but the Airport Director refused to oblige, which we believe violates state law. Most LIAPD Police Officers also authorized payroll deductions for the SLPOA's Political Action Committee which the Airport Director initially refused to allow. It was only after the SLPOA threatened legal action that she relented.

Some of the delays in proceeding with the merger have not been as contentious because those issues were resolved through a non-adversarial relationship between the SLPOA, the SLMPD, the Mayor's Office and the City Counselors Office. For instance, we worked together to pass a legislative fix to the pensions statutes in Jefferson City to make way for the merger, although we understand that the Airport Director was lobbying against that legislation. In September of this year, we met with the Social Security Administration (SSA) and Senator McCaskill's office in Washington DC to try to address a lingering issue with social security benefits that has further complicated the merger of the two police departments. At that meeting, the SSA laid-out a legislative path to resolve the benefits issue that cleared the way for the immediate merger of the two police departments in the eyes of the SSA.

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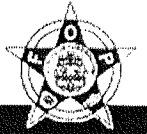
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December 6, 2016

Lambert Airport Commission
c/o Rhonda Hamm-Niebruegge, Chairman
P.O. Box 10212
St. Louis, MO 63145
Via Email rkhamm-niebruegge@flystl.com

1

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Some of the delays in proceeding with the merger have not been as contentious because those issues were resolved through a non-adversarial relationship between the SLPOA, the SLMPD, the Mayor's Office and the City Counselors Office. For instance, we worked together to pass a legislative fix to the pensions statutes in Jefferson City to make way for the merger, although we understand that the Airport Director was lobbying against that legislation. In September of this year, we met with the Social Security Administration (SSA) and Senator McCaskill's office in Washington DC to try to address a lingering issue with social security benefits that has further complicated the merger of the two police departments. At that meeting, the SSA laid-out a legislative path to resolve the benefits issue that cleared the way for the immediate merger of the two police departments in the eyes of the SSA.

Yet today, we are further from the legally required merger than ever thanks to the incessant efforts of the Airport Director to sabotage the consolidation of the two departments. Under pressure from the mayor's office, the Airport Director agreed to sign a Memorandum of Understanding (MOU) in August of 2014 turning operational control of LIAPD over to SLMPD as a prelude to the merger of the two departments. Since then, the Airport Director has engaged in activity designed to undermine the MOU like attempting to move security services out from under the LIAPD or reaching agreements to transfer traditional police services to the TSA or private security contractors. Most recently, when SSA cleared the way for the merger, the Airport Director made a last ditch, Hail Mary play to foil the consolidation by revoking the SLMPD's signature authority with regards to personnel orders. That ploy violated the MOU with SLMPD and made it impossible for them to functionally control the day-to-day operations of LIAPD which resulted in the termination of the MOU.

All of this has left LIAPD police officers in a lurch, wrestling with their uncertain futures with the agency. Many of them have left to seek other employment opportunities and many more are actively seeking work elsewhere. This is certain to ultimately result in a critical understaffing of LIAPD which will in turn place the safety of the traveling public in danger. The endless delays have also resulted in a lawsuit against the City by a group of LIAPD police officers seeking back pay. This will be costly litigation for city taxpayers precipitated by the Airport Director's desperate interference with the merger.

I say desperate because this seems like nothing more than a frantic attempt by the Airport Director to cling to a crumbling empire. Under her tenure, the promised growth of the airport has been an abysmal failure ... a failure that threatens the economic vibrancy of the entire St. Louis region. The LIAPD has been treated like the "Falkland Islands" of the once mighty Lambert empire, nothing more than a colonial holding meant to keep the sun from setting on the kingdom. It is much more than that. It is a vital piece in the City's public safety infrastructure made up of real live people whose lives and careers have been thrust into a perpetual state of uncertainty since September of 2013. The Airport Commission owes it to those loyal police employees to return a sense of certainty to their lives.

I plan to attend the Airport Commission meeting tomorrow and make myself available to the commission and the media to answer any questions you have about this debacle. I ask that this letter be read aloud at the commission meeting and made a part of your official minutes. Thank you for your consideration in this matter.

Fraternaly yours,
/s/ Jeff Roorda
Jeff Roorda,
Business Manager

#2

From: [REDACTED]@stlouis-mo.gov
Sent: [REDACTED] 2014 [REDACTED]
To: [REDACTED]@slmpd.org
Subject: Charter Provisions

The provisions about one police department are really 2 – one that says the PD will be under the Department of Public Safety, the other saying if the PD becomes part of the City, the office of City Marshal is abolished.

[REDACTED]

[REDACTED]

City of St. Louis Law Department
[REDACTED]

Attachments

Confidential
garvinm@stlouis-mo.gov
2020-01-15 16:51:43 +0000

Section 15 Department of public safety.

The department of public safety shall include the following divisions:

(a) Division of police. When the city is permitted by law to establish and maintain a police department, such department shall be a division hereunder. The head of said division shall be known as police commissioner. He may be removed, with or without cause, by the director of public safety or by the governor of the state.

(b) Division of excise. When the city is permitted by law to establish and maintain an excise department, such department shall be a division hereunder. The head of said division shall be known as excise commissioner. He may be removed, with or without cause, by the director of public safety or by the governor of the state.

(c) Division of fire and fire prevention. There shall be a division of fire and fire prevention which shall manage, control and conduct the fire department, and take all proper steps for fire prevention or suppression. The head of said division shall be known as chief of the fire department. In case of emergency, with the approval of the director of public safety, he may purchase or hire whatever may be required for the emergency, with or without authority or appropriation by ordinance therefor. He or any assistant in charge at any fire shall have the same police powers at such fire as the chief of police, under such regulations as may be prescribed by ordinance. He may appoint a fire marshal, whose duty it shall be, subject to the chief of the fire department, to investigate the cause, origin and circumstances of fire and the loss occasioned thereby and assist in the prevention of arson. The chief of the fire department shall have charge of the fire and police telegraph and telephone systems.

(d) Division of weights and measures. There shall be a division of weights and measures, which shall execute all ordinances regulating or relating to weights and measures or the inspection thereof. The head of said division shall be known as the commissioner of weights and measures.

(e) Division of building and inspection. There shall be a division of building and inspection. It shall superintend all buildings belonging to or under the control of the city and have charge of the condemnation of unsafe buildings and the prevention of the use of buildings while unsafe, the granting of building permits, the inspection of all buildings in course of construction, the enforcement of all building ordinances, the supervision of all plumbing, the abatement of the smoke nuisance, and the inspection of all boilers, elevators

and mechanical plants. The head of said division shall be known as the building commissioner.

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garvinm@stlouis-mo.gov
2020-01-15 16:51:43 +0000

Article XI

City Marshal*

* City Counselor Ops.: 8753

Section 1 Salary; duties; deputies.

The city marshal shall receive a salary of three thousand dollars per annum; execute and return all process, notices and orders of the mayor, law department, health commissioner and city court judges, and all other process, notices and orders as in this charter or by ordinance may be provided. He shall appoint such deputies and employees as may be provided by ordinance.

McQuillin:

45.10 City Marshal

Section 2 Abolition of office.

In case the police department shall become a department of the city, the marshal's functions shall devolve upon it and be exercised in such manner as may be provided by ordinance, in which event the office of marshal shall be abolished.

#3

PREAMBLE

This Agreement is entered into by the City of St. Louis Missouri ("City"), a body politic, hereinafter referred to as the "Employer", and the St. Louis Police Officer's Association/Fraternal Order of Police Lodge 68 and their respective successors. The purpose of this Agreement is to provide an orderly collective bargaining relationship between the Employer and the Association representing the employees in the bargaining unit, and to make clear the basic terms upon which such relationship depends. It is the intent of both the Employer and the Association to work together to provide and maintain satisfactory terms and conditions of employment, and to prevent as well as to adjust misunderstandings and grievances relating to employees' wages, hours and working conditions. In consideration of mutual promises, covenants and agreements contained herein, the parties hereto, by their duly authorized representative and/or agents, do mutually covenant and agree as follows:

ARTICLE 1 – RECOGNITION

Section 1. Unit Description

The Employer hereby recognizes the Association as the sole and exclusive collective bargaining representative for the purpose of collective bargaining on matters relating to wages, hours, and other terms and conditions of employment of all full-time commissioned personnel of the St. Louis Metropolitan Police Department holding the rank of Police Officer, Probationary Police Officer, or Police Officer Trainee as set forth below.

Included: All full-time commissioned personnel holding the rank of Police Officer, Probationary Police Officer, or Police Officer Trainee employed by the Department.

Excluded: All other employees employed by the Employer including Police Officers regularly assigned to work out of the following offices: Chief of Police administrative staff; Law Department; Internal Affairs investigative staff; and supervisory, managerial and confidential employees.

Section 2. Non-bargaining Unit Employees Performing Bargaining Unit Work

Sergeants may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by Sergeants shall not cause any layoffs of bargaining unit employees.

Airport Police Officers and Airport Police Sergeants may continue to perform bargaining unit work limited only to work performed at Lambert International Airport

until such time as the St. Louis Lambert International Airport Police are integrated into the St. Louis Metropolitan Police Department at which time the commissioned employees will become part of this bargaining unit. Within at least 30 days prior to the integration of the St. Louis Lambert International Airport Police with the St. Louis Metropolitan Police Department, the parties will reopen negotiations for the terms and conditions of employment of the new employees only.

City Marshals may continue to perform bargaining unit work limited to courtroom and building security on the premises of City owned buildings and prisoner transport related directly to municipal court operations, or special details.

Law Enforcement Officers from other jurisdictions who are cross-commissioned with police powers in the City of St. Louis by the Employer may perform bargaining unit work so long as it does not result in the layoff of any bargaining unit employee or the reduction of the manning table for Police Officers and Probationary Police Officers. The Employer agrees that it will not cross-commission, deputize or in any other way empower law enforcement officers from another jurisdiction to perform bargaining unit work or exercise police powers within the City of St. Louis with the exception of the St. Louis County Police Department, University City Police Department, and Washington University Police Department, or any other agency approved by the union.

Except as provided for under this section, bargaining unit work shall only be performed by bargaining unit members.

Section 3. Definitions

The following definitions apply to terms used in this Agreement, unless a different definition is required by the context in which the term is used:

1. "Association" means the St. Louis Police Officers Association/Fraternal Order of Police Lodge 68, and its officers and representatives authorized to act on its behalf.
2. "City" or "Employer" means the City of St. Louis Missouri, its designees and/or successors.
3. "Department" means the St. Louis Metropolitan Police Department.
4. "Chief" means the Chief of Police of the St. Louis Metropolitan Police Department or his lawful designee.
5. "Employee" and "Officer" mean all commissioned officers of the St. Louis Metropolitan Police Department, except those specifically excluded in this agreement, holding the rank of Police Officer, or Probationary Police Officer, or Police Officer Trainee.

[illegible]

Subject: RE: Airport police FOP payroll deduction sheets
From: Kopinski, Susan D. (SDKopinski@flystl.com)
To: mcdonough66@att.net;
Cc: j_roorda@yahoo.com;
Date: Wednesday, August 13, 2014 4:36 PM

#5

Thank you.

Susan Kopinski
Lambert-St. Louis International Airport
Airport Deputy Director-Finance & Admin.
314-890-1328

-----Original Message-----

From: Jill McDonough [mailto:mcdonough66@att.net]
Sent: Wednesday, August 13, 2014 12:53 PM
To: Kopinski, Susan D.
Cc: Jeff Roorda
Subject: Airport police FOP payroll deduction sheets

Hey Sue:

Attached are two files containing the start sheets for FOP payroll deduction for airport officers. The payroll deductions need to be retroactive to the 1st week of August.

Please let me know if you have any questions.

Thanks!

Jill McDonough
SLPOA
314-799-2065

Subject: Fw: Airport Police Officer Dues Deduction

From: Jeffrey Roorda (j_roorda@yahoo.com)

To: williamsam@stlouis-mo.gov;

Cc: sdkopinski@flystl.com; frankr@stlouis-mo.gov; mcdonough66@att.net; joe.steiger@sbcglobal.net; lynchpin81@yahoo.com;

Date: Monday, August 25, 2014 7:33 PM

Amy,

The 9 Airport Police Officers listed on the attachment had their SLPOA dues erroneously paid to the CPD civilian union on the last payroll report. The CPD has agreed to reimburse the SLPOA for the errant payment but I'm writing you today to notify you of the mistake so that it can be corrected on the next payroll. My experience has been that mistakes of this nature can generally be attributed to a coding error when the dues deductions are entered into the system.

I'm also curious as to why only nine Airport Police Officers had dues withheld for this pay period. As I assume you are aware, as of August 1, 2014, Airport Police became eligible for membership in the SLPOA (although they are not covered by the CBA at this time). Consequently, 51 Airport Police Officers joined the SLPOA and executed dues deduction forms. After the forms were originally accepted by the SLMPD Payroll Department but we were later instructed to submit them to the personnel department at Lambert because they continue to be the appointing authority for Airport Police Officers. Susan Kopinski graciously accepted the deduction forms all at the same time so I am confused as to why some of the new members would have the deduction processed and some would not. If you can get to the bottom of that, I'd greatly appreciate it.

Also, just for clarification, the amount withheld of \$18.25 from the Airport officers that were processed was the correct amount. Because dues are based on average salaries, Airport officers have a different deduction (for now) than SLMPD officers. The dues deduction form utilized by the Comptrollers Office should probably be revised to reflect that deduction option for Lambert Airport Police.

Please contact myself or Jill at the SLPOA if you have any questions related to the foregoing.

Regards,
Jeff Roorda
Business Manager, SLPOA

On Monday, August 25, 2014 12:53 PM, Jill McDonough <mcdonough66@att.net> wrote:

Attached is the payroll sheet from the Civilians showing the Airport police that should be on SLPOA payroll sheet.

Attachments

- 140825125455_0001.pdf (21.85KB)

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garvinm@stlouis-mo.gov
2020-01-15 16:51:43 +0000

Subject: Fwd: Police Dues Deduction
From: Yahoo Mail (joe.steiger@sbcglobal.net)
To: j_roorda@yahoo.com;
Date: Wednesday, August 27, 2014 3:04 PM

Sent from my iPhone

Begin forwarded message:

From: Jeffrey Roorda <j_roorda@yahoo.com>
Date: August 27, 2014 at 2:21:02 PM CDT
To: "Williams, Amy" <williamsam@stlouis-mo.gov>
Cc: Richard Frank <frankr@stlouis-mo.gov>, Linda Thomas <thomasl@stlouis-mo.gov>, Mary Ellen Ponder <ponderm@stlouis-mo.gov>, Doyle Dotson <dsdotson@slmpd.org>, Joe Steiger <joe.steiger@sbcglobal.net>, Kathleen Tanner <tannerk@stlouis-mo.gov>, Ryan Lynch <lynchpin81@yahoo.com>, "Susan D. Kopinski" <sdkopinski@flystl.com>
Subject: Re: Fwd: Police Dues Deduction
Reply-To: Jeffrey Roorda <j_roorda@yahoo.com>

Amy et al,

I am baffled by this interpretation. It is completely inconsistent with the City's current and past practices in the police department. For instance, the SLPOA collects dues through payroll deduction from all of our members, some of whom are covered by the bargaining unit and some who are not. The CPD also collects dues through payroll for both bargaining members and non-members. Likewise, the PLO collects dues through payroll for both bargaining unit members and non-bargaining unit members. Most notably, the Ethical Society collects dues through payroll for all of their members and they are not recognized as the bargaining unit for any employee group. You should also consider this, no group of police employees could fall under the joint regulation because it requires recognition through

the State Board of Mediation and police officers are statutorily barred from access to the SBM.

Excuse me for being terse but it has been a long three weeks and I don't really have time to fight over what is an indescribably silly position on the part of the City. As much as the City might like to, you simply can't treat airport police officers differently than you treat every other employee group. I normally try to play nice in the sandbox but I just don't have the time or patience to do so right now. Deduct the dues and deduct them now or I'll turn this over to our legal team to deal with.

Regards,
Jeff Roorda
Business Manager, SLPOA

On Wednesday, August 27, 2014 1:38 PM, "Williams, Amy" <williamsam@stlouis-mo.gov> wrote:

Jeff, I am forwarding an email I received from Linda Thomas in the Personnel Department. According to Personnel and the Law Department, we are to stop the SLPOA deduction.

----- Forwarded message -----

From: **Thomas, Linda** <thomasl@stlouis-mo.gov>

Date: Wed, Aug 27, 2014 at 11:47 AM

Subject: Police Dues Deduction

To: Amy Williams <WilliamsaM@stlouis-mo.gov>, Richard Frank <FrankR@stlouis-mo.gov>, John Zakibe <ZakibeJ@stlouis-mo.gov>, Kathleen Tanner <TannerK@stlouis-mo.gov>

Amy

I met with Rick and Kathleen Tanner and we all reviewed the Joint Regulation governing dues deduction through the payroll. It states "Payroll deduction is authority only for those employees within the bargaining group for which the union or employee organization is designated exclusive agent by the State Board of Mediation." The union dues for the SLPOA need to be stopped immediately. Thanks.

1/4/2017

Print

Amy Williams

Payroll Manager
Comptroller's Office
The City of Saint Louis
Office: 314-589-6166
Fax: 314-613-3191

Confidential
garvinm@stlouis-mo.gov
2020-01-15 16:51:43 +0000

Subject: Re: Fw: Airport Police PAC Deduction Forms

From: Frank, Richard (frankr@stlouis-mo.gov)

To: j_roorda@yahoo.com;

Cc: rkhamm-niebruegge@flystl.com; afstrong@flystl.com; joe.steiger@sbcglobal.net;

Date: Wednesday, August 26, 2015 5:07 PM

#6

Thanks Jeff. I will attend to this matter tomorrow.

On Wednesday, August 26, 2015, Jeffrey Roorda <j_roorda@yahoo.com> wrote:

Rick,

It was good seeing you yesterday. Thank you for the interest that you expressed in resolving the dispute over PAC contribution involving airport police. As you said, the state statute speaks for itself.

I am forwarding you the initial email that I sent to Antonio Strong at the Airport that included copies of the PAC contribution forms. I am also attaching copies of 4 additional forms that have been executed since that original email.

It is imperative for the swift resolution of this dispute that the withholdings come out of the next payroll and that they include withholdings from the previous pay period when the forms were originally executed.

Please contact me at your earliest convenience if the City is unable to comply with the express written directives of its employees with regards to these PAC Contribution Forms.

Thanks,
Jeff Roorda
SLPOA Business Manager

----- Forwarded Message -----

From: Jeffrey Roorda <j_roorda@yahoo.com>
To: "Strong, Antonio F." <afstrong@flystl.com>
Cc: "Hamm-Niebruegge, Rhonda K." <RKHamm-Niebruegge@flystl.com>; "Stone, Sharon M." <SMStone@flystl.com>; Jill McDonough <mcdonough66@att.net>
Sent: Wednesday, July 22, 2015 12:29 PM
Subject: Re: Airport Police PAC Deduction Forms

Antonio,

Here are those PAC Deduction Forms that I referred to in my email below to Sharon and Rhonda.

Let me know if you have any questions regarding the processing of these forms. Sorry about the confusion. We didn't realize that Susan had been replaced.

Jeff

From: "Stone, Sharon M." <SMStone@flystl.com>
To: Jeffrey Roorda <j_roorda@yahoo.com>

Cc: "Hamm-Niebruegge, Rhonda K." <RKHamm-Niebruegge@flystl.com>; "Strong, Antonio F." <afstrong@flystl.com>
Sent: Wednesday, July 22, 2015 12:20 PM
Subject: RE: Airport Bargaining Team

Jeff:
Susan Kopinski is no longer with the Airport. I suggest further correspondence for these matters be directed to Antonio Strong. Since Susan is no longer here, I doubt that the forms were received by the Airport via her old email address. I copied Antonio on this email so that you have his email address.
Thanks,
Sharon

From: Jeffrey Roorda [mailto:j_roorda@yahoo.com]
Sent: Wednesday, July 22, 2015 12:02 PM
To: Jeffrey Roorda; Frank, Richard; Hamm-Niebruegge, Rhonda K.
Cc: Doyle Dotson; Ryan Lynch; Danielle Hunt; Ponder, Mary Ellen; Todd Waelterman; Stone, Sharon M.; Dussold, Chris; Joe Steiger
Subject: Re: Airport Bargaining Team

Rhonda & Sharon,

On an unrelated subject since we're talking about Airport Police matters, several of our Association members at the Airport executed "SLPOA PAC Donation Forms" last week. Yesterday, Jill McDonough, my office manager, emailed copies of 45 of those forms to Susan Kopinski for processing. That was probably a head scratcher for you guys since it is a form you hadn't seen before.

The Association uses this same form for authorizing payroll deductions for our PAC for St. Louis Metropolitan Police Department employees. City Payroll and the Comptrollers office have programed those withholdings into their payroll processing systems.

Missouri Revised Statutes, Section 130.028.3 (see copy below) requires that employers process payroll deductions for employees to Political Action Committees when 10 or more employees make written application for such deductions. The City has previously recognized their duty to process payroll deductions under this provision of law. If you have any questions about the forms or if we need to forward them to someone other than Ms. Kopinski, please let me know.

Thanks,
Jeff

130.028.3. An employer shall, upon written request by ten or more employees, provide its employees with the option of contributing to a continuing committee as defined in section 130.011 through payroll deduction, if the employer has a system of payroll deduction. No contribution to a continuing committee from an employee through payroll deduction shall be made other than to a continuing committee voluntarily chosen by the employee. Violation of this section shall be a class A misdemeanor.

From: Jeffrey Roorda <j_roorda@yahoo.com>
To: "Frank, Richard" <frankr@stlouis-mo.gov>; "Hamm-Niebruegge, Rhonda K." <RKHamm-Niebruegge@flystl.com>
Cc: Doyle Dotson <dsdotson@slmpd.org>; Ryan Lynch <lynchpin81@yahoo.com>; Danielle Hunt <hunt8059@sbcglobal.net>; "Ponder, Mary Ellen" <PonderM@stlouis-mo.gov>; Todd Waelterman <waeltermant@stlouis-mo.gov>; "Stone, Sharon M." <SMStone@flystl.com>; Chris Dussold <DussoldC@stlouis-mo.gov>; Joe Steiger <joe.steiger@sbcglobal.net>

Sent: Wednesday, July 22, 2015 11:31 AM

Subject: Re: Airport Bargaining Team

Rick,

Since we are looping in Rhonda and Sharon, I thought it would be helpful for them to see the Articles in the CBA dealing with Airport Police Negotiations and release time for the Negotiating Team (see below). I'm also attaching a copy of the demand for re-opened negotiations that I transmitted to you on June 11, 2015 for their benefit.

Just to be clear, the Union's position is that the Employer has a contractual obligation to meet with the Union to discuss terms regarding the consolidation of Airport Police Officers into the Bargaining Unit **by July 26, 2015**. The City made representations that once the pension reform legislation was enacted allowing commissioned police personnel at the airport to opt-in/opt-out of the PRS, the consolidation of the two departments was inevitable and would move forward quickly. The City also acknowledged during bargaining that operating two police departments was violative of the City Charter and represented that the City would cease to violate its own charter as soon as practicable after the pension legislation was enacted. Now that the legislation has been signed into law and the Union has made its demand for a re-opener, the City is legally and contractually obligated to meet with the Union in negotiations posthaste. If the City's representatives see it differently, the Union would like to know as soon as possible so that we can weigh our options for enforcing the contract and the City Charter. Otherwise, we would expect bargaining sessions to be scheduled in the very near future and we would expect Officers Lynch and Hunt to be granted release time to that end.

Thanks in advance for your cooperation,
Jeff Roorda,
Business Manager
St. Louis Police Officers Association

Article 1, Section 2. Non-bargaining Unit Employees Performing Bargaining Unit Work

Sergeants may continue to perform bargaining unit work which is incidental to their jobs. They may also perform bargaining unit work in emergency situations and where such work is necessary to train a bargaining unit employee. Such work by Sergeants shall not cause any layoffs of bargaining unit employees.

Airport Police Officers and Airport Police Sergeants may continue to perform bargaining unit work limited only to work performed at Lambert International Airport until such time as the St. Louis Lambert International Airport Police are integrated into the St. Louis Metropolitan Police Department at which time the commissioned employees will become part of this bargaining unit. Within at least 30 days prior to the integration of the St. Louis Lambert International Airport Police with the St. Louis Metropolitan Police Department, the parties will reopen negotiations for the terms and conditions of employment of the new employees only.

Article 8, Section 4. Association Negotiating Team

No more than six (6) members designated as being on the Association negotiating team who are scheduled to work on a day on which negotiations will occur, shall, for the purpose of attending scheduled negotiations, be excused from their regular duties without loss of pay. If a designated Association negotiating team member is in regular day off status on the day of negotiations, he will not be compensated for attending the session. Association negotiating team members assigned to a shift following the negotiations shall be granted an amount of comp time equal to the length of the negotiations.

From: "Frank, Richard" <frankr@stlouis-mo.gov>
To: "Hamm-Niebruegge, Rhonda K." <RKHamm-Niebruegge@flystl.com>
Cc: Jeffrey Roorda <j_roorda@yahoo.com>; Doyle Dotson <dsdotson@slmpd.org>; Ryan Lynch <lynchpin81@yahoo.com>; Danielle Hunt <hunt8059@sbcglobal.net>; "Ponder, Mary Ellen" <PonderM@stlouis-mo.gov>; Todd Waelterman <waeltermant@stlouis-mo.gov>; "Stone, Sharon M." <SMStone@flystl.com>; Chris Dussold <DussoldC@stlouis-mo.gov>
Sent: Wednesday, July 22, 2015 10:49 AM
Subject: Re: Airport Bargaining Team

That is correct.

Chris Dussold can provide you with a copy of the CBA with the SLPOA upon your request.

Thank you.

On Wed, Jul 22, 2015 at 10:47 AM, Hamm-Niebruegge, Rhonda K. <RKHamm-Niebruegge@flystl.com> wrote:

I am checking to make sure I understand? This would not occur until such time we have made decision to move forward? Is that correct?

Rhonda Hamm-Niebruegge
Airport Director
Lambert-St. Louis Int'l Airport
314-426-8020
rkhamm-niebruegge@flystl.com<mailto:rkhamm-niebruegge@flystl.com>

[Lambert_Hrz]

From: Frank, Richard [mailto:frankr@stlouis-mo.gov]
Sent: Wednesday, July 22, 2015 10:45 AM
To: Jeffrey Roorda
Cc: Doyle Dotson; Ryan Lynch; Danielle Hunt; Ponder, Mary Ellen; Todd Waelterman; Hamm-Niebruegge, Rhonda K.; Stone, Sharon M.
Subject: Re: Airport Bargaining Team

Jeff,

By way of this email I am notifying the Airport Director and Airport Human Resources Manager of our obligations under the SLPOA CBA should the Airport Police/St. Louis Police Division occur, as you have stated herein.

On Wed, Jul 22, 2015 at 9:54 AM, Jeffrey Roorda <j_roorda@yahoo.com<mailto:j_roorda@yahoo.com>> wrote:

Rick,

Please be advised that when we return to the table for the various re-opener clauses for which the union has demanded negotiations, Airport Police Officers Ryan Lynch and Danielle Hunt will be members of the SLPOA bargaining team during the sessions involving the consolidation of commissioned employees of St. Louis Lambert International Airport Police into the bargaining unit. Please make sure that PO Lynch and Hunt's commanders are aware of the provision in Article 8, Section 4 of the CBA that requires release time and comp time for members of the bargaining team attending scheduled negotiations.

Thanks,
Jeff

Confidential
garvinm@stlouis-mo.gov
2020-01-15 16:51:43 +0000

----- Forwarded Message -----

From: Jeffrey Roorda <j_roorda@yahoo.com>
To: "Frank, Richard" <frankr@stlouis-mo.gov>
Cc: Mary Ellen Ponder <PonderM@stlouis-mo.gov>
Sent: Thursday, July 2, 2015 4:59 PM
Subject: Airport Police Dues

#7

Rick,

In our last email on this topic you said that you were going to discuss the issue of Airport Police Dues at your meeting on June 23rd. Was there any resolution reached on this issue?

These guys have been strung along for nearly a year now.

Jeff

From: "Frank, Richard" <frankr@stlouis-mo.gov>
To: Jeff Roorda <j_roorda@yahoo.com>
Cc: Mary Ellen Ponder <PonderM@stlouis-mo.gov>
Sent: Saturday, June 20, 2015 12:41 AM
Subject: Re: Possible CBA Violation - SBT

I will address that as well on tuesday. Have a nice weekend.

On Friday, June 19, 2015, Jeff Roorda <j_roorda@yahoo.com> wrote:

Thanks, Rick. City Counselor's office said that if I signed the waiver they drafted, the dues would start coming out. I signed it about 3 months ago and still, bupkis!

Sent from my iPhone

On Jun 19, 2015, at 5:38 PM, "Frank, Richard" <frankr@stlouis-mo.gov> wrote:

Jeff,

You're certainly welcome. And, I will attempt to once again get a status update on the Dues Deduction process. I have not been party to any of the recent conversations on the topic, but will discuss the matter with the City Counselor's office. Joint Regulation 1 governs the process, which is. under the authority of the Comptroller and Director of Personnel. I have secured her approval and am only waiting for the City Counselors office. I am copying Mary Ellen on this email.

On Friday, June 19, 2015, Jeff Roorda <j_roorda@yahoo.com> wrote:

Rick,

Thanks for letting me know about your meeting and thanks for moving so swiftly on these matters. Can I ask that while you're meeting on Tuesday that you try to resolve this issue with Airport Police Police dues deductions that has been lingering for nearly a year. The City has asked the Association to do a number of things in order to resolve that issue. We've done everything that was agreed upon. It was represented to us by the city that dues would be withheld once we met their conditions and it still hasn't happened.

Let me know,
Jeff

Sent from my iPhone

Confidential
garvinm@stlouis-mo.gov
2020-01-15 16:51:43 +0000

From: "Steiger, Joseph J" <jjsteiger@SLMPD.ORG>
To: "Jeffrey Roorda (j_roorda@yahoo.com)" <j_roorda@yahoo.com>
Sent: Monday, October 26, 2015 2:37 PM
Subject: Fw: Airport PAC Deductions

FYI

From: Caruso, Maj. Michael J
Sent: Monday, October 26, 2015 2:33 PM
To: Steiger, Joseph J
Cc: Rushing, Vonda A; HOLLENBERG, MARK W.; McDowell, Daniel E
Subject: Airport PAC Deductions

Joe;

Per our recent conversation, the airport director really wants to have the PAC deductions matter resolved as soon as possible. I promised her that I would do everything in my power to work out an agreement with the SLPOA this week if possible.

As I suggested, the best solution for the airport officers would be to start the payroll deductions from scratch effective November 1st, with the overdue payments being waived to avoid hardships on their part. If that is not possible, then we could discuss some type of extended payment plan to spread out the back dues over several months or so. Please feel free to call me at any time about this matter, but I committed to getting this resolved sooner, rather than later.

Thanks again,
MC
314-304-4888

Sent from my iPhone

Subject: Fw: Fwd: Message from KMBT_C452
From: Jeffrey Roorda (j_roorda@yahoo.com)
To: RKHamm-Niebruegge@flystl.com;
Cc: alf3521@sbcglobal.net; kafop@charter.net; joe.steiger@sbcglobal.net;
Date: Monday, November 2, 2015 3:05 PM

#8

Rhonda,

I am in receipt of your attached memo to airport authority employees dated October 29, 2015 with regards to "Communications with Elected Officials and Their Appointees".

I write to you today for the purpose of clarifying the intent of your missive with regards to the Airport Police Department employees that I represent.

You may not be aware but the Missouri General Assembly passed SB 216 in 2013 which was subsequently enacted into law by Governor Jay Nixon. SB 216, which was known as the "First Responders Political Freedom Act," amended the state statutes to include language in Section 67.145 RSMo that prohibits employers of public safety employees from interfering with the political activities of such employees when they are off duty.

I am hopeful that your memorandum was not meant to infringe upon the lawful political activities of public safety employees assigned to the airport and that it was only your intention to restrict activity that such employees can engage in while on duty. If it was your intention to restrict such lawful activity, I recommend that you reconsider your position. If it was not, I would suggest that you send a written clarification to public safety employees expressing that the airport authority did not mean to imply that there would be consequences for or limitations on political activity that is engaged in off-duty.

I am ccing Demetris Alfred, President of the International Association of Firefighters Local 73, in case this issue affects airport employees that he represents.

Please feel free to contact me if you have any questions related to the foregoing.

Fraternally yours,
Jeff Roorda
Business Manager
St. Louis Police Officers Association
Fraternal Order of Police Lodge 68

From: "Hamm-Niebruegge, Rhonda K." <RKHamm-Niebruegge@flystl.com>
Date: November 2, 2015 at 11:16:51 AM CST
To: Airport Domain Users <Airport-Domain-Users@flystl.com>
Subject: FW: Message from KMBT_C452

Please see the attached memo and post in those areas where there is limited access to email. This has been a long standing procedure and just a reminder of same.

Rhonda Hamm-Niebruegge
Airport Director
Lambert-St. Louis Int'l Airport
314-426-8020
rkhamm-niebruegge@flystl.com

Attachments

- image001.jpg (2.63KB)
- ATT00001.htm (1.05KB)
- SDIR-00215110212120.pdf (446.85KB)
- ATT00002.htm (168B)

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2020-01-15 16:51:43 +0000



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INTERNATIONAL AIRPORT®

MEMO

Rhonda Hamm-Niebruegge
Director

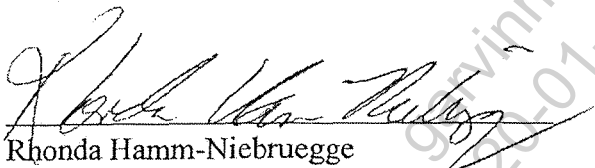
TO: Airport Authority Employees

FROM: Rhonda Hamm-Niebruegge - Director of Airports

DATE: October 29, 2015

SUBJECT: Communications with Elected Officials and Their Appointees

As a reminder, verbal or written communication with elected officials and/or their appointees regarding Airport Authority matters is restricted to the Director of Airports and the Deputy Directors. All other Airport Authority employees must obtain prior approval from the Director or a Deputy Director before they make contact with or respond to an elected official or an appointee of an elected official. Airport Authority employees who violate this policy will be subject to disciplinary action.


Rhonda Hamm-Niebruegge
Director of Airports

Subject: RE: Mandatory Meeting for Airport Police Officers
From: HOLLENBERG, MARK W. (MWHollenberg@SLMPD.ORG)
To: j_roorda@yahoo.com;
Cc: mjcaruso@SLMPD.ORG;
Date: Thursday, December 10, 2015 12:47 PM

#9

Jeff,

The PRS meetings which are scheduled at the Airport are not mandatory for the officers to attend. The memo which stated mandatory in the subject line was placed there in error and has since been recalled and reissued.

Thank you for bringing this oversight to my attention.

Capt. Hollenberg

From: Jeffrey Roorda [mailto:j_roorda@yahoo.com]
Sent: Thursday, December 10, 2015 11:43 AM
To: Hollenberg, Mark W. (Airport Email) <MWHollenberg@flystl.com>; HOLLENBERG, MARK W. <MWHollenberg@SLMPD.ORG>
Cc: Dotson, Doyle <dsdotson@SLMPD.ORG>; Caruso, Maj. Michael J <mjcaruso@SLMPD.ORG>; Steve Olish <steve.olish@stlouisprs.org>; Joe Steiger <joe.steiger@sbcglobal.net>; Ponder, Mary Ellen <ponderm@stlouis-mo.gov>; Garvin, Michael <garvinm@stlouis-mo.gov>; Jim Wurm <jrwurm5@sbcglobal.net>; Hamm-Niebruegge, Rhonda K. (Airport Email) <RKHamm-Niebruegge@flystl.com>
Subject: Mandatory Meeting for Airport Police Officers

Captain Hollenberg,

I write you today on behalf of the members of the St. Louis Police Officers Association assigned to the Lambert Airport Police Department. As you know, we represent nearly all of the commissioned officers so employed (65 out of 69).

It is the understanding of many of the members that I represent that they are required to attend a mandatory meeting this evening without compensation featuring Steve Olish from the Police Retirement System. I am addressing this to you because my members understand that the order to attend the meeting comes from you. If there is some misunderstanding about the origin of the order or the nature of the order, please advise me of what is required/expected of our members under your command.

Also, please inform me of the nature of this evening's meeting. As I understand it, it has been promoted as the PRS's attempt to fulfill its obligation to the police employees at the airport who are statutorily required to exercise a pension option between PRS and ERS by January 1, 2016. It is my further understanding that this meeting will include a presentation by Steve Olish identical to the one made at the airport on December 3rd and that all airport police officers that didn't attend that meeting must attend this one.

I want to put you and the City on notice that the December 3rd presentation, as it has been described to me, in no way meets the obligation that the PRS has to Airport police officers. Steve Olish's ill-informed, reckless musings about the statutory implications of HB 515 and the potential consequences of the pending social security administration determination serve no purpose whatsoever other than to sow discontent and fear among Airport police officers. Those officers were promised, and the PRS has a legal obligation to provide, a financial analysis of the benefit implications if they exercise an option to switch to PRS. That means a full actuarial break-down of their retirement benefits should they opt to switch to PRS, in other words, numbers not noise. Mr. Olish's careless speculation about state statutes and federal law in no way comply with that obligation. Frankly, employees at the airport shouldn't be subjected to it and certainly shouldn't be compelled to attend a presentation that is mischaracterized in its purpose and misleading in its subject matter.

I strongly encourage you to cancel tonight's meeting or at the very least to make it clear to employees that attendance is completely voluntary.

Fraternally yours,

Jeff Roorda,

SLPOA Business Manager

Subject: Labor-Management Relations at LIAPD

From: Jeffrey Roorda (j_roorda@yahoo.com)

To: mjcaruso@slmpd.org; mwhollenberg@slmpd.org;

Cc: varushing@slmpd.org; rdlynch@slmpd.org; hunt8059@sbcglobal.net; joe.steiger@sbcglobal.net;

Bcc: j_roorda@yahoo.com;

Date: Thursday, September 1, 2016 11:04 AM

#10

Major Caruso & Captain Hollenberg,

This email is sent as a follow-up to my phone conversation this morning with Major Caruso.

I write you today on behalf of certain SLPOA members working at the Lambert International Airport Police Department (LIAPD). In recent weeks, there have been a flurry of allegations and cross-allegations that have unfairly singled-out our members. There currently exists a perceived air of hostility toward members who exercise their associational rights with the SLPOA. Anxiety among the LIAPD rank-and-file is at an all time high and we would suggest that there needs to be a rapid de-escalation of tensions. Major Caruso suggested, and I agree, that much of the anxiety is due to what he described as "merger stress" but the recent probes that seem to focus on our members is clearly compounding that so-called merger stress.

As you are aware, the City has affirmed - in writing - that the rank-and-file at LIAPD have a right of accretion into the bargaining unit of Police Officers and Probationary Police Officers and the city has further voluntarily recognized the SLPOA as the bargaining unit representative for LIAPD officers in that accretion process. As such, our members have certain union rights including the right to be free from retaliation for their union activities and the right to representation (including legal counsel) in matters involving their employment, often referred to as *Weingarten Rights*. To that end, we have assigned the below listed attorneys to the below listed members. We are notifying you of the attorneys assigned to these members so that LIAPD management can take steps to honor the representational rights of our members in the conduct of any internal investigations in which they are questioned as witnesses, victims or offenders.

Ryan Lynch - Neil Bruntrager
Danielle Hunt - Jim Towey
Patricia Wirth - Sally Barker
Benny Jones - Jim Towey

Again, please communicate with our members' attorneys as to the nature of these investigations as well as the nature of any directives that the officers involved submit statements whether they be written or verbal.

I think we can all agree that there are critical issues at LIAPD that should be occupying our attention right now. Among them are resolving the daunting social security and retirement benefit questions that linger for LIAPD police officers; achieving fair compensation for LIAPD officers; executing the pension system selection option that has been promised to LIAPD officers; completing the merger of LIAPD & SLMPD; and, negotiating over the accretion of the LIAPD rank-and-file into the bargaining unit represented by the SLPOA.

As you know, the Airport Director has openly engaged in anti-union activity designed to thwart the merger of the two police departments that is required under city charter. This has created palpable

hostility in the workplace, particularly for those active in the Union. The Union wants to be part of easing those hostilities. To be a bit colloquial, we are sitting on a powder keg and we should all agree to put away our matches.

Major Caruso has generously agreed that we should meet face-to-face monthly going forward in order to insure harmonious labor-management relations. We have scheduled the first of those meetings over lunch at Erio's Restaurant on 9-13-16 at 11:30 am. We feel it is paramount that there is full and earnest participation of both the management team and the labor team at these meetings. We look forward to seeing you on the 13th.

Fraternally yours,
Jeff Roorda,
Business Manager

Confidential
garvinm@stlouis-mo.gov
2020-01-15 16:51:43 +0000

#11



COLONEL D. SAMUEL DOTSON III, COMMISSIONER OF POLICE

Service, Integrity, Leadership And Fair Treatment To All.

METROPOLITAN POLICE DEPARTMENT

CITY OF ST. LOUIS • 1915 OLIVE STREET • ST. LOUIS, MISSOURI 63103

January 4, 2016

Honorable Francis G. Slay
Mayor of St. Louis City
1200 Market Street
St. Louis, MO 63103

Mayor Slay:

The St. Louis Metropolitan Police Department (SLMPD) has overseen the safety and security of the traveling public at Lambert International Airport, as well as the daily operations of the St. Louis Airport Police Department, since the retirement of that Department's longtime Chief, Paul Mason, in April, 2014.

During this time the SLMPD has developed a strong understanding of the regulatory requirements of both the Federal Aviation Administration (FAA) and the Transportation Security Administration (TSA). In evaluating the past 20 months, I believe the SLMPD is ready to assume full responsibility for the daily security operations of the traveling public and the airport effective immediately.

This complete transition will include all authorized commissioned officers, as well as all authorized civilian positions. This transition in Appointing Authority will allow the SLMPD to assume responsibility for all employees of the Airport Police Department, the canines of the TSA Legacy Canine Teams, all aspects of Security Operations, the designated Airport Security Coordinator position, the Airport-issued media (badging) functions, closed circuit television (CCTV) control and monitoring, private security contracts, and enforcement of all local, State and Federal laws including Code Federal Regulation (CFR) 1542 and all associated security directives.

The transfer of authority should include the Security Operations functions which are currently being performed by employees of the Airport Police Department and being overseen by an Airport Police Lieutenant. I share the Airport Director's concern as she has expressed this is a critical function at the airport. That is why for continuity I recommend that it remains under the purview of the Airport Police Department. It includes much more than just badging and credentialing. The group oversees security contracts, video monitoring and interfacing with Federal authorities. It is a key component to ensuring the overall security of the airport. Currently, the Airport Director has delegated that function to the Airport Police Department. For continuity of service and security it should remain an Airport Police function. I have included a

brief prepared by the Airport Police Department outlining the Security Operations function. It is clear to see the synergies that exist by keeping the function housed in the Airport Police Department.

The current operating budget for the Airport Police Department, as approved for FY 2015/16, is \$12.4 million. Those funds will continue to support the operations for the remainder of the fiscal year. The Airport will be required to support operations on an ongoing basis in much the same fashion that it does with the St. Louis Fire Department.

Additionally, law enforcement operations in partnership with Federal agencies have created an equitable sharing account. As of October 16, 2015, that account had a balance of \$2.1 million. Those funds are part of the law enforcement operations and are by contract (MOU) considered part of the Airport Police Department.

I am requesting that the Airport Police Asset Forfeiture Account (Fund 1112, Cost Center 4208000) be transferred to SLMPD control because the funds are only available to eligible local law enforcement agencies under federal law. It is my understanding that the Airport Police Asset Forfeiture Account consists of the proceeds of seized or forfeited property under federal asset forfeiture statutes, such as proceeds from U.S. Drug Enforcement Agency seizures and/or forfeitures.

Pursuant to 21 U.S.C. § 881(e); 18 U.S.C. § 981(e) (2); and 19 U.S.C. § 1616a, only the State and eligible local law enforcement agencies which participated directly in the seizure or forfeiture of the property are eligible for cost sharing of the proceeds of the sale of such property. Such funds must be used only for law enforcement purposes as provided by law. SLMPD is a local law enforcement agency that has been determined by the AFLMS to be eligible to participate. In light of the transfer of the Airport Police to SLMPD control, these funds should be transferred to the control of SLMPD, with the understanding that seizures from the Airport venue will be used to benefit operations of that Department and used in accordance with Federal guidelines. It is also important to note that effective December 2015 there will be no more equitable sharing funds per changes at the Federal level. The airport will need to address that reality in coming budgets.

I think it is important to compliment the SLMPD command staff and supervisors who have overseen the operations at Lambert International Airport for the past 20 months. They have done so professionally and with dedication to the citizens of St. Louis. Their support of the airport has been done without any reimbursement of expenses to the SLMPD, ultimately allowing the Airport to save the expense of replacing their retired police chief.

Finally, there are two outstanding legal issues regarding the transition that I want to brief you on. First, in the early 1950's the City of St. Louis signed an agreement with the State regarding the treatment of police officers and their participation in Social Security, which in essence states that police officers will not contribute to Social Security. When the agreement was originally signed there was no record to indicate a police officer position existed within the airport. The earliest record of security jobs at the airport referred to the position as "airport guards". In the 1970s the positions changed to patrolman and, ultimately, police officer. By the nature of the

agreement and the nature of their essential job functions, significant issues have been raised regarding their status under Social Security regulations. Currently, Michael Garvin from the City Counselor's Office, along with Jim Brown in Washington DC, are working to address the issue. It is important to note that issues exist regardless of any merger between the two departments and regardless of Appointing Authority.

Second, there exists an issue around pay parity. If by the nature of their job descriptions and in the eyes of the Social Security Administration (SSA) officers at the Airport perform similar functions to SLMPD officers, certainly they can raise an argument for equal work, equal pay. Airport salaries lag behind SLMPD salaries. This issue was raised once before in the mid-1970s. I am bringing it to your attention simply for reference that officers at the Airport may organize with the St. Louis Police Officers' Association (SLPOA) and bring an action. Again, this issue exists regardless of reporting structure and the City Counselor's Office is aware.

In conclusion, the SLMPD has performed its due diligence in understanding the important role the Airport Police Department plays in ensuring the safety of the traveling public and the continuity of services at Lambert International Airport and understands the importance of Lambert to the region. At this time, the SLMPD is ready to assume responsibility for the daily operations of the Airport Police Department, its personnel and its equipment.

I appreciate your consideration and await your guidance.

Very truly yours,



Colonel D. Samuel Dotson III
Police Commissioner

Cc: Mary Ellen Ponder
Richard Gray
Rhonda Hamm-Niebruegge

Enclosure: Security Operations Unit correspondence

Subject: Airport Police Merger

From: Sally E. Barker (seb@schuchatcw.com)

To: garvinm@stlouis-mo.gov;

Cc: Christine.Hodzic@SLMPD.ORG; MAPandolfo@flystl.com; j_roorda@yahoo.com; lynchpin81@yahoo.com; as@schuchatcw.com;

Date: Tuesday, April 12, 2016 3:09 PM

#12

Mike, Please find attached my letter concerning the above-referenced matter. Sally

Sally E. Barker
Schuchat, Cook & Werner
1221 Locust
St. Louis, Mo. 63103
phone: 314-621-2626
fax: 314-621-2378
<http://www.schuchatcw.net>

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Attachments

- 4616_001.pdf (160.28KB)

MARILYN S. TETTELBAUM*
JAMES I. SINGER*
SALLY E. BARKER
DEAN L. CHRISTIANSON*
RHONA S. LYONS*
LORETTA K. HAGGARD*
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CLARE R. BEHRLE*
MATTHEW B. LEPPERT*
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SCHUCHAT, COOK & WERNER

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April 12, 2016

STANLEY R. SCHUCHAT
(1914 - 1979)
JAMES K. COOK
(RETIRED)
ARTHUR J. MARTIN
(1947 - 2012)

OF COUNSEL:
CHARLES A. WERNER
CHRISTOPHER T. HEXTER*

*also licensed in Illinois



Via Email and US Mail

Michael Garvin, Esq.
Interim City Counselor
1200 Market Street
City Hall, Room 314
St. Louis, Missouri 63103

RE: Airport Police Merger

Dear Mike:

This law firm represents the St. Louis Police Officers Association. Our client has authorized us to file a lawsuit regarding the City's failure to merge the Lambert Airport Police Department with the St. Louis Metropolitan Police Department unless a specific and reasonable schedule for implementing the merger is communicated within the next month. The City's Charter permits only one police department as City officials have acknowledged repeatedly. The Association has been told on numerous occasions that the merger is underway. Nevertheless, it has now been over two years since the City assumed local control of the police department and still the merger has not been accomplished.

The Association has cooperated with the City in a number of ways to facilitate the merger. When the City raised a concern about the Social Security Administration's position excluding airport police from its system, the Association negotiated an agreement with the City that addressed those concerns, including an agreement not to sue the City over the Social Security issues. That agreement was approved by your office. Based upon representations that the merger would happen by the beginning of this year, moreover, the Association also waived the 30 day notice requirement for the merger that is part of its current collective bargaining agreement with the City. The airport police members of the Association also took the extraordinary step of signing waivers of their right to sue over the social security issue based upon the representation that the merger was about to be implemented. The Association also supported the passage of state legislation that addressed the pension issues involved in the merger.

Despite all the efforts by the Association and the airport police to address the City's concerns, the merger still has not happened, and no explanation for the delay or

date of implementation has been communicated. This delay not only continues a violation of the Charter, but also has caused irreparable damage to the airport police, most of whom are members of the SLPOA. It is their desire to be integrated into the SLPOA-represented bargaining unit. In the current collective bargaining agreement, the City agreed that such an inclusion was appropriate, and that it would bargain about the terms and conditions of employment of the airport police officers with the SLPOA, but these actions cannot happen until the merger occurs. Meanwhile, the airport police are unable to exercise their constitutional right of collective bargaining because the promised merger has not happened. The Airport Director has even unlawfully refused to honor airport police officers' request for union dues to be deducted from their check and she initially resisted a demand to deduct PAC contributions from payroll despite a state statute that requires the City to do so.

The City's inaction has also been counterproductive for the precise issues it has raised as concerns. Section 1 of the individual waivers signed by the airport police provides that they will be null and void if the merger did not occur by January 1, 2016 as planned. They would consider signing new waivers, but only after the merger plan is finalized, together with a reasonable date for its effectuation. Otherwise, the SLPOA will be forced to proceed with litigation as its recourse.

Only a full merger will forestall legal action. I have been told that there is an effort by the airport director to separate out the security operation of the airport police department. Security operations is an indivisible part of the airport police department that is staffed and operated by police personnel and any effort to segregate the two operations will be seen as an incomplete consolidation of police functions in violation of the City Charter.

We look forward to your response to the matters addressed in this letter.

Sincerely,

SCHUCHAT, COOK & WERNER

By: 

Sally Barker

cc: Christine Hodzic, Legal Counsel, St. Louis Metropolitan Police Department
Mario Pandolfo, Legal Counsel, Lambert International Airport Authority
Jeff Roorda
Ryan Lynch

#13

----- Forwarded Message -----

From: [REDACTED]
To: Jeffrey Roorda <j_roorda@yahoo.com>; [REDACTED] Joe Steiger
<joe.steiger@sbcglobal.net>
Sent: Friday, June 3, 2016 10:13 AM
Subject: meeting with Garvin yesterday

A short synopsis of yesterday's meeting:

Garvin stated right away that he was behind the merger not occurring because "...he had our best interest in mind and wanted to get the social security issue resolved." While most in the room agreed that not having their retirement screwed over was important, I think by the end of the meeting, most had little confidence that Garvin was approaching resolution of the matter in the best way.

Both Captain Hollenberg and Sgt. Young had apparently done quite a bit of research regarding 218 agreements with SSA. They quoted several legal cases that were identical to ours, one I believe they stated occurred in Idaho. They also stated SSA has a website, classes [they will provide to anyone interested] and a manual regarding 218 agreements and how to repeal a related SSA decision. Garvin was asked more than once if he planned to make a formal appeal to SSA to have our 218 amended - his answer each time was "no". He was "...currently pursuing back channels" to get the SSA's decision reversed by working thru Senators Blunt and McCaskill's offices. I think you could say that everyone in the room was slightly appalled that there seems to be a viable, formal approach available from SSA to appeal their January 14, 2016 decision and Garvin's blatantly stated he is not and does not plan on using it to remedy our situation. [My guess is that in doing so, it would require the City to put all APD officers into PRS and cover any related costs.]

He also stated to everyone that he was by no means a social security law expert and that he would not seek outside counsel in regard to having SSA's decision appealed. Again, everyone was appalled at his statement.

Considering his statements to the group:

- * That social security was the only item holding up the merger and as soon as it's resolved the merger can move forward.
- * As he "...works through back channels" he has no idea how long getting resolution for us will take; coupled with his refusal to pursue a formal appeals process with SSA.

Can any pressure be put on Garvin/City Hall to go the formal appeals route so all our bases are covered? As Garvin relies on "back channels", there's no guarantee anything will get accomplished in a timely manner and nothing seemed to phase Garvin in this regard. While the APD officers have been languishing for the past 3 years in this quagmire, the current "route" Garvin seems to be taking is more of a wait and see approach.

A couple of things for POA to consider moving forward with the lawsuit:

1. The documents that Hollenberg sent out to everyone included the SSA's decision, dated January 14, 2016. If the POA was not aware of the contents of SSA's decision and now it is, can this information be used as substance that one, SSA has made a ruling [almost 5 months ago] and two, City Hall is refusing to follow the ruling, thus delaying the merger, thus failing to act?
2. If a formal avenue for APD officers to get the 218 agreement amended and have the merger completed exists and Garvin/City Hall is refusing to use this avenue, is this further evidence of failure to act?

Last items:

APD officers requested more communication from Garvin as to where the process stood in getting this issue resolved with SSA. Garvin agreed he would give a regular update to Hollenberg to be passed on to all involved.

It was requested of Garvin to have someone from the regional SSA office come speak with APD officers and meet individually with them if requested to go over their SSA benefits information. Garvin said he would make the inquiry with SSA; although most agreed if the City is still appealing SSA's January decision, no firm information may be able to be given until things are absolutely final.

Garvin made some digs toward the POA and stated he requested no representatives be present at yesterday's meeting. He was basically throwing out there "what has the union done for you so far?"

I think all present were glad to finally get things in writing from SSA regarding what's been done/decided on so far. Am not sure Garvin realizes the ammunition he's placed in everyone's hands regarding their own possible lawsuits.

It seemed Garvin's only premise for appeal with SSA is he believes they misinterpreted the original 1951 agreement with regard to APD and stated in their January ruling that APD officers were already members of SLMPD, thus also included in PRS. As those present pointed out, the only stipulation in the 1951 agreement was that City officers were at the time governed by the state and included in PRS. Since City officers [APD included] are now governed by the City and still included in PRS, wouldn't it be easier to amend the 218 agreement to just include the optional ERS retirement system to cover the current class of APD officers and call it a day?

Attached is the amendment form from SSA's website. I'm no attorney, but would the last paragraph suffice for APD's amendment?

[REDACTED]

Attachment

Confidential
garvinm@stlouis-mo.gov
2020-01-15 16:51:43 +0000

Exhibit 30—Amending Section 218 Agreement Language to Permit Coverage for Police Officer and Firefighter Positions Under Retirement Systems

This modification template implements the police and firefighter coverage permitted under Section 305 of Public Law No. 103-296. The State must tailor the modification to match the format of its Agreement. For example, if the “Services Covered” paragraph of the Agreement is denoted as (2), rather than (B), then the modification must follow the same convention. If Congress granted the State authority to cover police officers and firefighters prior to the enactment of Public Law No. 103-296, this template can be used in those situations by substituting references to Public Law 103-296 with the pertinent Public Law and date that gave the State the necessary authority.

Interpretive note—The “Services Covered” paragraph of the State’s Agreement sets out a general rule that all services performed by individuals as employees of the State or its political subdivisions are covered by the Agreement. The sub-paragraphs that follow are a series of exceptions to this general rule. Services that fall within one or more of the exceptions are not covered under the State’s Agreement.

This modification expands coverage to police and firefighter positions under retirement systems by *removing an exception to coverage*. Historically, services performed in these positions were excepted from coverage. Beginning August 16, 1994, however, as the result of the passage of Public Law No. 103-296, these services can be covered, so the exception does not apply for services performed on or after that date (see section (B)(1)(a)).

Note that services performed by employees in police or firefighter positions on or after August 16, 1994 are still excepted from coverage if they fall within one of the other exceptions. For example, if the State has not yet executed a Section 218(d)(4) modification to cover the retirement-system positions at issue, then these positions would be excepted from coverage under section (B)(1)(b).

MODIFICATION #
TO ___ STATE SOCIAL SECURITY AGREEMENT

The Commissioner of Social Security and the State of ___, acting through its representative designated to administer its responsibilities under the agreement of ___, hereby accept the following modification to the agreement.

Sub-paragraph (B)(1) of the agreement is amended to read as follows (the italicized language is already part of the State's Agreement and is included here only for clarity):

(B) Services Covered

This agreement includes all services performed by individuals as employees of the State and as employees of those political subdivisions listed in the appendix attached hereto, except—

- (1) (a) Service performed prior to August 16, 1994, by an employee in a police or firefighter position which, on the date this agreement is made applicable to the coverage group (as defined in Section 218(b)(5) of the Act) to which the employee belongs, is covered by a retirement system, unless the service is described in sub-section (1)(b)(ii) below.
- (b) Service performed by an employee in a position which, on or after September 1, 1954, is covered by a retirement system, other than—
 - (i) service performed by an employee in a position which is included in a separate coverage group established by Section 218(d)(4) of the Social Security Act; or
 - (ii) prior to January 1, 1958, service performed by an employee as a member of a coverage group (as defined in Section 218(b)(5) of the Act) with respect to which this agreement was in effect on September 1, 1954, in a position—
 - a. to which this agreement is not otherwise applicable;
 - b. which was covered by a retirement system on the date the agreement was made applicable to such coverage group; and
 - c. which, by reason of action taken prior to September 1, 1954, by the State or any of its political subdivisions, is not covered by a retirement system on the date the agreement is made effective to such service; or

- (iii) Service performed by an employee as a member of a coverage group (as defined in Section 218(b)(5) of the Act) with respect to which this agreement is in effect, in a position covered by a retirement system, if the employee performing such service was ineligible to become a member of such retirement system on the date the agreement was made applicable to the coverage group (or if later, the date on which such individual first occupied such position).

...

The intent of this Modification is to extend, beginning August 16, 1994, voluntary Social Security and Medicare coverage to services performed by employees in police or firefighter positions that are covered by retirement systems. The option to extend such coverage was given to the State by Section 305 of Public Law No. 103-296.

Approved by the State of _____ on this _____ day of _____, _____

State Social Security Administrator
State of _____

Approved by SSA on this _____ day of _____, _____

Regional Commissioner (or designee)
Social Security Administration

#14

----- Forwarded Message -----

From: Timothy M. Richardson <trichardson@fop.net>

To: Jeffrey Roorda <j_roorda@yahoo.com>

Cc: kafop@charter.net

Sent: Friday, September 9, 2016 1:20 PM

Subject: Re: FOP Lodge 68 St. Louis

Jeff:

Absolutely no problem - glad to be of help.

I've attached a written summary of the meeting which I prepared for Jim and Chuck. If you have any other questions relative to the meeting itself, happy to answer them.

--Tim

I just wanted to say thanks again for your participation in the meeting yesterday between Senator McCaskill's office, the Social Security Administration and St. Louis city officials. The police chief said the meeting went very well and the local media here reported the same thing (see below).

This is great news for the 70 or so Lambert Airport Police Officers who are FOP members. We have an accretion agreement with the city so those members will soon be under our union contract as well.

We appreciate your efforts greatly.

Fraternally,
Jeff Roorda,
Business Manager FOP #68

<http://www.kmov.com/story/33042756/news-4-investigates-airport-police-will-keep-benefits-after-leaders-convene-in-dc>

http://www.stltoday.com/news/local/govt-and-politics/lambert-airport-police-to-get-social-security-benefits-after-all/article_5cd76902-1b6e-5ea6-964f-76854fd3c52f.html

Sent from my iPhone

On Sep 6, 2016, at 9:01 AM, Tim Richardson <trichardson@fop.net> wrote:

Understood. Lets talk tomorrow before the mtg. I'll call you about 10am. DC time

From: Jeffrey Roorda
Sent: 9/5/2016 5:21 PM
To: Tim Richardson
Subject: Re: Jerry. Can you get me this persons name from Officers Assn? Jim. See below mote. Jim. V. Fwd: Sept 7 meeting with SSA and St Louis City

Tim,

Just to be clear. I can't be there. I've offered to join by phone if they can accommodate that.

Jeff

Sent from my iPhone

On Sep 4, 2016, at 8:41 AM, Tim Richardson <trichardson@fop.net> wrote:

Ok, I'll see you there.

From: Jeffrey Roorda
Sent: 9/3/2016 8:53 PM
To: Tim Richardson
Subject: Re: Jerry. Can you get me this persons name from Officers Assn? Jim. See below mote. Jim. V. Fwd: Sept 7 meeting with SSA and St Louis City

Sorry Tim. She said she was going to include that.

The meeting is at 11am DC time.

Jeff

Sent from my iPhone

On Sep 3, 2016, at 3:23 PM, Tim Richardson <trichardson@fop.net> wrote:

Do you have a time? I have other mtgs on the Senate side that day so may need to reschedule some.

From: Jeffrey Roorda
Sent: 9/2/2016 3:55 PM
To: Atwood, Jeri L; Timothy M. Richardson
Cc: JBrown@btbv.com; Sam Dotson
Subject: Re: Jerry. Can you get me this persons name from Officers Assn? Jim. See below mote. Jim. V. Fwd: Sept 7 meeting with SSA and St Louis City

Tim,

Sorry I just got the details on this. I hope you can still make it.

I don't know if you know Jim Brown. He's St. Louis city's lobbyist (good guy). He'll be in attendance along with the StL police chief and city counselor.

The chief and I see this issue precisely the same. The city counselor has the silly idea that he can convince SSA that air port police officers aren't police officers. Not only a dead end argument but also insulting to my members.

Call me if you need any more info.

Jeff
314-420-3861

Sent from my iPhone

On Sep 2, 2016, at 1:39 PM, Atwood, Jeri L <jlatwood@SLMPD.ORG> wrote:

Jim,

The Association representative is Tim Richardson.

Thank you.

Jeri L. Atwood
Executive Assistant to the Chief
St. Louis Metropolitan Police Department
1915 Olive
St. Louis, MO 63103

[The entire original message is not included.]

- St. Louis SSA.docx

TO: Jim Pasco, Executive Director
FROM: Tim Richardson, Senior Legislative Liaison
DATE: 8 September 2016
RE: Meeting of SSA and St. Louis Officials on the Decision for the Lambert-St. Louis Airport Police

PARTICIPANTS

City of St. Louis

D. Samuel Dotson III, Chief, St. Louis Police Department
Rhonda Hamm-Niebruegge, Director of Airports, Lambert-St. Louis Airport
Michael A. Garvin, City Counselor
James P. Brown, Lobbyist, City of St. Louis

Fraternal Order of Police

Timothy M. Richardson

Office of Senator Claire C. McCaskill

Elizabeth Herman
Joel Eskovitz (w/ the Special Committee on Aging)

Social Security Administration

Judy L. Chesser, Deputy Commissioner for Legislation and Congressional Affairs
Approximately 20-25 SSA officials in the room, on phone and by video conferencing

BACKGROUND

The State of Missouri recently amended State law to provide for local control of law enforcement agencies throughout the State. The St. Louis Metropolitan Police Department (SLMPD), now under local control, was exploring the possibility of merging with the Lambert-St. Louis Airport Police Department (Airport Police). As part of this process, the State agency which formerly held control of all local law enforcement agencies inquired of the Social Security Administration (SSA) to determine what impact a potential merger might have as the Airport Police were considered city employees who paid into the Employee Retirement System (ERS) as well as Social Security while the officers of the SLMPD participated (as required by law) in the State's Police Retirement System.

The Social Security Administration responded with a written Decision that as a result of the State's statutory change, the Airport Police would no longer be covered by Social Security. The City of St. Louis took great exception to the ruling and, following a meeting in February of this

year, asked that the office of Senator McCaskill (D-MO) facilitate another meeting with SSA officials in Washington. The city alleged that the Decision was riddled with errors of fact and the conclusion therefor was deficient.

Through then-State Lodge President Kevin Ahlbrand, the Executive Director of FOP Lodge #68, Jeffrey Roorda, reached out to the National Legislative Office for assistance in this effort. At the direction of Executive Director Jim Pasco, I reviewed the materials provided to me and represented the National FOP at the meeting on 7 September.

MEETING AND RESULT

The meeting began with the City officials citing the errors of fact in the SSA Decision and suggesting that these may have been inadvertent because all information about the SLMPD and the Airport Police was transmitted to SSA through a third party, a State agency which formerly held authority of the State's law enforcement agency. Prior to the February 2016 meeting, there had been no direct contact between the city and SSA.

One of the errors cited was that the Decision repeatedly referred to the Airport Police as "members of" or a "separate position with" SLMPD. This is inaccurate as the two entities are completely separate entities. The two agencies do coordinate through the use of Memorandums of Understanding (MOU).

The SSA officials involved in the drafting of the Decision initially disputed that these statements were in error. Ultimately, the errors of fact were tacitly acknowledged and that the Decision should have made clear that the the Airport Police were considered to be part of the SLMPD "for the purposes of Social Security only." They insisted that the errors of fact, while not explicitly acknowledging them, had no impact on the Decision's conclusion that officers with the Airport Police do not have the authority to contribute to Social Security.

They explained that the changes in State law—first the establishment of local control of SLMPD and a second amendment which anticipated merging the Airport Police—led to the conclusion that Airport Police were now ineligible to contribute to Social Security. It was then acknowledged that since the decision was made, the SSA had not notified the Internal Revenue Service (IRS) about this change in status and the Airport Police have been contributing into SSA since the Decision was rendered in January 2016. City officials expressed appreciation that they remained in the status quo.

City officials pressed the SSA staff as to how to rectify the current situation. One of the SSA lawyers quoted from the recent amendment to Missouri State law that would allow city employees who join the SLMPD to remain in the ERS instead of joining the PRS. While intended only to protect the Airport Police, Missouri is not one of the 22 States that are permitted to operate divided retirement systems and by providing some employees the ability to remain in ERS, which is covered Social Security, and join a city agency which is not covered, it created a situation in which the Airport Police lost their authority to contribute to Social Security.

The SSA officials were pressed by city officials as to whether striking or amending the legislation would resolve the issue. After several pointed back and forth exchanges, the SSA

officials stated that striking the language in the State statute would resolve the issue. The city officials said they would have a draft within days and the SSA officials involved in the original Decision pledged to review it and provide feedback as to how the statutory change would alter the existing Decision. The conversation wrapped up with a shared commitment to ensuring that the Airport Police would not be forced out of Social Security.

There was a follow-up conversation inquiring as to the ongoing status of the Airport Police during the time it would take to amend State law. The new legislative year begins in January and city officials expressed confidence that they could get a bill through prior to the end of the session in June. The SSA agreed to allow the Airport Police to remain in their current status until the legislative process had run its course. All parties seemed satisfied on this point and the meeting concluded.

Following the meeting I advised the city officials and the staff in Senator McCaskill's office that there was another potential way forward based on the FOP's work on the Jefferson County and Louisville merger in 2003. In that instance, the FOP worked with the Kentucky Congressional delegation, principally with Senator Mitch McConnell (R-KY) to add Kentucky to the lists of States that may operate a divided retirement system. This allowed the active officers of the two merged police departments, Jefferson County and Louisville Metropolitan, to continue in or out of the Social Security system. I said I'd be happy to provide them with the information we had from that effort if they wished to examine the issue further.

Confidential
garvinm@stlouisfed.org
2020-01-15 16:57

Subject: Invitation: MEP, Roorda, Neil, Garvin @ Wed Nov 23, 2016 10am - 11am (CST) (ponderm@stlouis-mo.gov)
From: Mary Ellen Ponder (ponderm@stlouis-mo.gov)
To: jeff.roorda@slpoa.org; njbatty@aol.com; garvinm@stlouis-mo.gov;
Date: Tuesday, November 22, 2016 12:59 PM

15

MEP, Roorda, Neil, Garvin[more details »](#)

When Wed Nov 23, 2016 10am – 11am Central Time

Calendar ponderm@stlouis-mo.gov

Who

- Mary Ellen Ponder - organizer
- njbatty@aol.com
- jeff.roorda@slpoa.org
- Michael Garvin

Going? **Yes** - **Maybe** - **No** [more options »](#)

Invitation from Google Calendar

You are receiving this courtesy email at the account jeff.roorda@slpoa.org because you are an attendee of this event.

To stop receiving future updates for this event, decline this event. Alternatively you can sign up for a Google account at <https://www.google.com/calendar/> and control your notification settings for your entire calendar.

Forwarding this invitation could allow any recipient to modify your RSVP response. [Learn More.](#)

Attachments

- 2034158927.ics (1.30KB)
- invite.ics (1.33KB)

86.207.1

1. Except as provided herein, all persons who become policemen and all policemen who enter or reenter the service of any city not within a county after the first day of October, 1957, become members of the system as a condition of their employment and during the period of their membership shall receive no pensions or retirement allowance from any other pension or retirement system supported wholly or in part by the city not within a county or the state of Missouri, nor shall they be required to make contributions under any other pension or retirement system of the city not within a county or the state of Missouri for the same period of service, ~~anything to the contrary notwithstanding.~~ Officers employed by a city not within a county and occupying the position of "Airport Police Officer" shall not be required to become members as a condition of their employment. ~~Any employee of a city not within a county who is earning creditable service in a retirement plan established by said city under section 95.540 and subsequently becomes a policeman may elect to remain a member of said retirement plan and shall not be required to become a member of a police retirement system established under section 86.200. However, a~~ An employee of a city not within a county who is earning creditable service in a retirement plan established by said city under section 95.540 and who subsequently becomes a policeman may elect to transfer membership and creditable service to the police retirement system created under section 86.200. Such transfers are subject to the conditions and requirements contained in section 105.691 and are also subject to any existing agreements between the said retirement plans; provided however, transfers completed prior to January 1, 2016, shall occur without regard to the vesting requirements of the receiving plan contained in section 105.691. As part of the transfer process described herein, the respective retirement plans may require the employee to acknowledge and agree as a condition of transfer that any election made under this section is irrevocable, constitutes a waiver of any right to receive retirement and disability benefits except as provided by the police retirement system, and that plan terms may be modified in the future.

Missouri Revised Statutes

Chapter 610
Governmental Bodies and Records

#16

←610.020

Section 610.021.1

610.022→

August 28, 2016

Closed meetings and closed records authorized when, exceptions.

610.021. Except to the extent disclosure is otherwise required by law, a public governmental body is authorized to close meetings, records and votes, to the extent they relate to the following:

(1) Legal actions, causes of action or litigation involving a public governmental body and any confidential or privileged communications between a public governmental body or its representatives and its attorneys. However, any minutes, vote or settlement agreement relating to legal actions, causes of action or litigation involving a public governmental body or any agent or entity representing its interests or acting on its behalf or with its authority, including any insurance company acting on behalf of a public governmental body as its insured, shall be made public upon final disposition of the matter voted upon or upon the signing by the parties of the settlement agreement, unless, prior to final disposition, the settlement agreement is ordered closed by a court after a written finding that the adverse impact to a plaintiff or plaintiffs to the action clearly outweighs the public policy considerations of section 610.011, however, the amount of any moneys paid by, or on behalf of, the public governmental body shall be disclosed; provided, however, in matters involving the exercise of the power of eminent domain, the vote shall be announced or become public immediately following the action on the motion to authorize institution of such a legal action. Legal work product shall be considered a closed record;

(2) Leasing, purchase or sale of real estate by a public governmental body where public knowledge of the transaction might adversely affect the legal consideration therefor. However, any minutes, vote or public record approving a contract relating to the leasing, purchase or sale of real estate by a public governmental body shall be made public upon execution of the lease, purchase or sale of the real estate;

(3) Hiring, firing, disciplining or promoting of particular employees by a public governmental body when personal information about the employee is discussed or recorded. However, any vote on a final decision, when taken by a public governmental body, to hire, fire, promote or discipline an employee of a public governmental body shall be made available with a record of how each member voted to the public within seventy-two hours of the close of the meeting where such action occurs; provided, however, that any employee so affected shall be entitled to prompt notice of such decision during the seventy-two-hour period before such decision is made available to the public. As used in this subdivision, the term "personal information" means information relating to the performance or merit of individual employees;

(4) The state militia or national guard or any part thereof;

(5) Nonjudicial mental or physical health proceedings involving identifiable persons, including medical, psychiatric, psychological, or alcoholism or drug dependency diagnosis or treatment;

(6) Scholastic probation, expulsion, or graduation of identifiable individuals, including records of individual test or examination scores; however, personally identifiable student records maintained by public educational institutions shall be open for inspection by the parents, guardian or other custodian of students under the age of eighteen years and by the parents, guardian or other custodian and the student if the student is over the age of eighteen years;

(7) Testing and examination materials, before the test or examination is given or, if it is to be given again, before so given again;

(8) Welfare cases of identifiable individuals;

(9) Preparation, including any discussions or work product, on behalf of a public governmental body or its representatives for negotiations with employee groups;

(10) Software codes for electronic data processing and documentation thereof;

(11) Specifications for competitive bidding, until either the specifications are officially approved by the public governmental body or the specifications are published for bid;

(12) Sealed bids and related documents, until the bids are opened; and sealed proposals and related documents or any documents related to a negotiated contract until a contract is executed, or all proposals are rejected;

(13) Individually identifiable personnel records, performance ratings or records pertaining to employees or applicants for employment, except that this exemption shall not apply to the names, positions, salaries and lengths of service of officers and employees of public agencies once they are employed as such, and the names of private sources donating or contributing money to the salary of a chancellor or president at all public colleges and universities in the state of Missouri and the amount of money contributed by the source;

(14) Records which are protected from disclosure by law;

(15) Meetings and public records relating to scientific and technological innovations in which the owner has a proprietary interest;

(16) Records relating to municipal hotlines established for the reporting of abuse and wrongdoing;

(17) Confidential or privileged communications between a public governmental body and its auditor, including all auditor work product; however, all final audit reports issued by the auditor are to be considered open records pursuant to this chapter;

(18) Operational guidelines, policies and specific response plans developed, adopted, or maintained by any public agency responsible for law enforcement, public safety, first response, or public health for use in responding to or preventing any critical incident which is or appears to be terrorist in nature and which has the potential to endanger individual or public safety or health. Financial records related to the procurement of or expenditures relating to operational guidelines, policies or plans purchased with public funds shall be open. When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records;

(19) Existing or proposed security systems and structural plans of real property owned or leased by a public governmental body, and information that is voluntarily submitted by a nonpublic entity owning or operating an infrastructure to any public governmental body for use by that body to devise plans for protection of that infrastructure, the public disclosure of which would threaten public safety;

(a) Records related to the procurement of or expenditures relating to security systems purchased with public funds shall be open;

(b) When seeking to close information pursuant to this exception, the public governmental body shall affirmatively state in writing that disclosure would impair the public governmental body's ability to protect the security or safety of persons or real property, and shall in the same writing state that the public interest in nondisclosure outweighs the public interest in disclosure of the records;

(c) Records that are voluntarily submitted by a nonpublic entity shall be reviewed by the receiving agency within ninety days of submission to determine if retention of the document is necessary in furtherance of a state security interest. If retention is not necessary, the documents shall be returned to the nonpublic governmental body or destroyed;

(20) The portion of a record that identifies security systems or access codes or authorization codes for security systems of real property;

(21) Records that identify the configuration of components or the operation of a computer, computer system, computer network, or telecommunications network, and would allow unauthorized access to or unlawful disruption of a computer, computer system, computer network, or telecommunications network of a public governmental body. This exception shall not be used to limit or deny access to otherwise public records in a file, document, data file or database containing public records. Records related to the procurement of or expenditures relating to such computer, computer system, computer network, or telecommunications network, including the amount of moneys paid by, or on behalf of, a public governmental body for such computer, computer system, computer network, or telecommunications network shall be open;

(22) Credit card numbers, personal identification numbers, digital certificates, physical and virtual keys, access codes or authorization codes that are used to protect the security of electronic transactions between a public governmental body and a person or entity doing business with a public governmental body. Nothing in this section shall be deemed to close the record of a person or entity using a credit card held in the name of a public governmental body or any record of a transaction made by a person using a credit card or other method of payment for which reimbursement is made by a public governmental body; and

(23) Records submitted by an individual, corporation, or other business entity to a public institution of higher education in connection with a proposal to license intellectual property or perform sponsored research and which contains sales projections or other business plan information the disclosure of which may endanger the competitiveness of a business.

(L. 1987 S.B. 2, A.L. 1993 H.B. 170, A.L. 1995 H.B. 562, A.L. 1998 H.B. 1095, A.L. 2002 S.B. 712, A.L. 2004 S.B. 1020, et al., A.L. 2008 H.B. 1450, A.L. 2009 H.B. 191, A.L. 2013 H.B. 256, 33 & 305)

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CROSS REFERENCE:

Child's school records to be released to parents, attorney's fees and costs assessed, when, 452.375

(2014) Organization's request for copies of state university course syllabi would involve reproduction and copying in violation of the Federal Copyright Act and thus was exempt from disclosure under section. National Council of Teachers Quality v. Curators of the University of Missouri, 446 S.W.3d 723 (Mo.App.W.D.).

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Missouri General Assembly

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